

**United States Department of Agriculture
Agricultural Research Service
General Provisions
Trust Fund and Reimbursable Cooperative Agreements**

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1. DEFINITIONS

The following terms shall have the meaning set forth below:

- a. **Assistance-Type Cooperative Agreement** - An Agreement where the Awarding Agency transfers money, property, or anything of value to a recipient to accomplish a public purpose of support or stimulation authorized by Federal statute where substantial involvement is anticipated between the Awarding Agency and the recipient during the performance of the project.
- b. **Authorized Departmental Officer (ADO)** - The Performing Agency's Official authorized to enter into, administer, and terminate Non-Assistance Cooperative Agreements.
- c. **Authorized Departmental Officer's Designated Representative (ADODR)** - The Performing Agency's technical representative, acting within the scope of delegated authority, who is

responsible for participating with the Sponsor in the accomplishment of this Agreement's objectives and monitoring and evaluating the Sponsor's performance.

- d. **International Sponsor** - The signature party or parties to this Agreement disbursing funds incorporated and or headquartered outside the continental United States and its territories.
- e. **Non-Assistance Type Cooperative Agreement** - An Agreement, which is neither a Procurement Contract nor an Assistance-Type Cooperative Agreement, that furthers agricultural research, extension, or teaching programs in which the objectives of the agreement serve a mutual interest of the parties and all parties contribute resources to the accomplishment of those objectives, hereinafter referred to as the Agreement.
- f. **Performing Agency** - One of the following USDA Agencies performing in this cooperative award; Agricultural Research Service (ARS), Economic Research Service (ERS), or the National Agricultural Statistics Service (NASS), and for subawards, the Cooperator.
- g. **Reimbursable Cooperative Agreement** - A non-assistance cooperative agreement between the Performing Agency and the Sponsor, where the Performing Agency is reimbursed by the Sponsor for research work previously conducted.
- h. **Sponsor** - The signature party or parties to this Agreement disbursing funds to the Performing Agency.
- i. **Sponsor's Designated Representative** - The Sponsor's technical representative responsible for conducting the effort of the Sponsor in the accomplishment of this Agreement's objectives.
- j. **Trust Fund Cooperative Agreement** - A non-assistance cooperative agreement between the Performing Agency and the Sponsor, where the

Performing Agency is paid in advance to conduct research.

2. LEGAL AUTHORITY CERTIFICATION

The Sponsor hereby certifies that it possesses legal authority to enter into this Agreement.

3. PERFORMANCE

The work conducted by the Performing Agency as well as the Sponsor under this Cooperative Agreement shall be carried out according to plans mutually agreed upon and acceptable to both parties.

4. FUNDING AVAILABILITY

Funds contributed by the Sponsor remaining unobligated at the conclusion of any Federal fiscal year may be utilized during any ensuing Federal fiscal year in a continuation of the project herein described.

Funds contributed by the Sponsor remaining unobligated at the conclusion of this project or upon termination or expiration of this Cooperative Agreement shall be returned by the Performing Agency to the Sponsor.

5. FUNDING INCREASES

This Agreement may be amended to provide for any additional funds contributed by the Sponsor to this project over the initial contribution. The Sponsor or ADODR shall immediately notify the ADO of any changes in contributions to be provided for ADO execution of an amendment to this Agreement.

6. CORRESPONDENCE

Copies of correspondence and documentation between the Sponsor and the ADODR shall be sent by the originating party to the ADO citing the Performing Agency's Cooperative Agreement Number.

7. ADODR RESPONSIBILITIES

The ADO has delegated ADODR responsibilities to the individual named on page 1 of this Agreement, subject to the limitations as provided for in the ADODR Designation and Instructions, (attached and made a part hereto).

8. AMENDMENTS

This Cooperative Agreement may be amended by the

ADO at any time by mutual agreement between the parties in writing. Unilateral amendments may be issued by the ADO for changes which are purely administrative in nature including changes caused by legislative action imposed upon the Performing Organization.

9. PROJECT CONTINUANCE

Plans for continuation of the project will be developed jointly by the Sponsor and the Performing Agency and will be mutually acceptable. Prior to completion of the work effort, the parties will review the project results and determine the benefits of continuing the project. In the event the project is continued, this Agreement will be amended to provide for the additional work efforts, obligations of the parties, and performance period.

The continuation of this Agreement is subject to passage by Congress of the United States of America of an appropriation of funds from which expenditures may legally be made to cover the Performing Agency's contribution to the research/work effort and continued contributions of funds by the Sponsor.

10. ADVERTISING

The Sponsor will not refer in advertising in any manner to the Federal Government or Agencies thereof in connection with the use of the results of this work without prior specific written authorization by the ADO. Unless otherwise provided herein, information obtained as a result of this project will be made available to the public in printed or other form by the government at its discretion, giving due credit for cooperation of the Sponsor.

11. EXCHANGE AND RELEASE OF PROJECT DATA

Project results will be released by the Performing Agency according to uniform procedure such that the Sponsor receives such results not later than other interested parties and that there is no subsequent restriction on release by the Performing Agency or the Sponsor.

Any public information released concerning work carried out under this Cooperative Agreement will describe the contributions of both parties to the work effort.

Data which are compiled under this Cooperative Agreement shall be shared and mutually interchanged

by the Sponsor and the Performing Agency. Final results of the undertaking will be made available to both parties. The Performing Agency has the right to publish in scientific literature the results of this project. The Performing Agency will make available to the Sponsor manuscript copies of any publication for review and comment. In case of disagreement, the Performing Agency has the right to publish giving acknowledgment of this cooperative effort. Requests for confidentiality will be considered by the Performing Agency pursuant to and in accordance with the provisions of the Freedom of Information Act.

Any technical publication developed as a result of this Cooperative Agreement shall be submitted by the developing party to the other for advice and comment. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.

12. COPYRIGHTS, PATENTS, AND INVENTIONS

(Not applicable to International Sponsors. See Appendix K - Intellectual Property Rights - attached and made apart hereto for Agreements with International Sponsors).

Patents and Inventions.

All rights, title and interest in inventions made under this Cooperative Agreement solely by employees of the Performing Agency shall be owned by the Performing Agency. Any invention made jointly under this Cooperative Agreement by at least one employee of the Sponsor and at least one employee of the Performing Agency shall be jointly owned. Any invention made under this Cooperative Agreement solely by individuals employed by the Sponsor shall be owned by the Sponsor, provided the Performing Agency is granted a royalty-free, nonexclusive, irrevocable license to use the invention for U.S. Government purposes.

Copyrights.

The U.S. Government shall have a right to freely use and copy, for governmental purposes throughout the world, any copyrightable material resulting from this agreement.

13. FACILITIES, EQUIPMENT AND SUPPLIES

Facilities, equipment and supplies purchased with funds contributed by the Sponsor shall become and

remain property of the Performing Agency.

Either party may furnish equipment and/or facilities at no cost to the other, as may be mutually agreed to between the Sponsor and the ADODR for successful completion of the project, however, in no matter shall the Performing Agency be held liable for damage or loss of the Sponsor's property located at the Performing Agency's facilities.

14. TECHNICAL SUPERVISION

The Performing Agency may technically supervise work of a Sponsor's employees while engaged in the project under this Agreement, however, the Performing Agency may not intervene in the employer-employee relationship between a Sponsor and its employees. In addition, the Performing Agency may not act so as to hire or otherwise engage in the personnel management of a Sponsor's employees.

15. RULES OF THE WORKPLACE

Sponsor employees engaged in work at the Performing Agency's facilities will abide by the Performing Agency's standard operating procedures regarding the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, hours of work, conduct, observation of all safety rules, use of facilities and related matters and other incidental matters stated in the rules and regulations of the Performing Agency.

16. INSURANCE/LIABILITY

The Sponsor shall provide and maintain the necessary types of insurances, as may be needed under this Cooperative Agreement, including but not limited to worker's compensation, employer's liability, and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted claims resulting from the Sponsor's use of the Awarding Agency's facilities.

It is further understood that the Performing Agency shall not be held responsible for any breakage, theft, or acts of vandalism to the Sponsor's equipment and supplies during the period of the Cooperative Agreement.

17. TERMINATION

This Cooperative Agreement may be terminated by

either of the parties upon 90 calendar days notice in writing to the other party.

18. ORDER OF PRECEDENCE

- a. Statement of Work
- b. Form REE-22 General Provisions